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| 10/066,794      | 02/06/2002  | Phillip Hyun         | 300.257             | 4493             |

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FULBRIGHT & JAWORSKI L.L.P.  
801 Pennsylvania Avenue, N.W.  
Washington, DC 20004-2615

EXAMINER

ZURITA, JAMES H

| ART UNIT | PAPER NUMBER |
|----------|--------------|
|----------|--------------|

3625

DATE MAILED: 12/30/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

# Office Action Summary

Application No.

10/066,794

Applicant(s)

HYUN, PHILLIP

Examiner

James H Zurita

Art Unit

3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

## Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on 02 September 2003 and 14 October 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1-26 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-26 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

## Priority under 35 U.S.C. §§ 119 and 120

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).  
\* See the attached detailed Office action for a list of the certified copies not received.
- 13) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application) since a specific reference was included in the first sentence of the specification or in an Application Data Sheet. 37 CFR 1.78.  
a) ☐ The translation of the foreign language provisional application has been received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121 since a specific reference was included in the first sentence of the specification or in an Application Data Sheet. 37 CFR 1.78.

## Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) \_\_\_\_\_. 6) ☐ Other: \_\_\_\_\_

## **DETAILED ACTION**

### ***Response to Amendment***

A First Office Action, 8 April 2003, paper 5, rejected claims 1-22.

Amendment A, 2 September 2003, paper 7, amended claims 1-7, 10-17, 20-22 and added claims 23-26.

Amendment B, 14 October 2003, paper 9, corrected Amendment A.

This Office Action is a response to combined Amendments A and B.

Claims 1-26 are pending and will be examined.

### ***Claim Rejections - 35 USC § 103***

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

**Claims 1-26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Solomon (US PG-PUB US2002/0069134A1) in view of an article** by Greg Farrell published on 15 November 1999 in USA Today, entitled, "Web finally opens door to new ways of buying ad space Sites allow media buyers to bypass salespeople, but some traditions may die hard."

Solomon discloses systems, methods and apparatus for managing procurement of goods and services in a distributed environment. The various processes may be executed by using mobile agents. Buyers and sellers may track and continuously register the interaction activity with the agents' home bases (see at least paragraph 284).

Solomon discloses that buyers may request information concerning bundles of services (see at least paragraph 31). The system provides for vendor-side competition and bundling of services. The system permits accepting purchase requests, negotiation processes, modifying job orders and generating purchase authorizations. The system provides for identifying vendors, sending them availability queries and receiving their responses. After a reiterative process of negotiation, clients may place orders for the services and receive confirmation from the vendors that their orders have been fulfilled.

Solomon *does not* disclose his invention in terms of procurement of media resources for an advertising campaign. Advertising is a marketing tool and may be used in combination with sales promotions, personal selling and publicity.<sup>1</sup> However, Solomon discloses that his system continually analyzes streams of data in marketing promotion showcase databases (see at least paragraph 2). Solomon also suggests the need of purchasing, sales, marketing and production system to emulate how customers purchase services (see at least paragraphs 7 and 21). Solomon suggests inter-agent analysis of marketing trends and behavior. Within a marketing framework, Solomon discusses the use of detailed information in promotions, time-sensitive offers (see at least paragraph 23). Marketing is the process associated with promoting for sales goods or services, including all aspects of generating or enhancing demand for the product, including advertising and promotion.<sup>2</sup> *Farrell* discloses that several companies engage in business methods to sell media space in an advertising mix. *Farrell*

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<sup>1</sup> Definition of Advertising, BARRON's Business Guides, Dictionary of Business Terms.

<sup>2</sup> Definition of Marketing, BARRON's Business Guides, Dictionary of Business Terms.

discusses that agencies (applicant's media planner and buyer) submits request for bids for a media plan and that media vendors and outlets that want to contract quote prices.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Solomon and *Farrell* to include buying and selling of media services among the types of services suggested by Solomon. One of ordinary skill in the art at the time the invention was made would have been motivated to combine Solomon and *Farrell* to include buying and selling of media services among the types of services suggested by Solomon for the obvious reason that media services for advertising campaigns may often be bought and sold like other types of services. By automating the plan-negotiate-contract process, businesses can decrease their advertising and marketing expenses and achieve higher levels of performance. In addition, by automating the tracking of media mix, perhaps by advertising campaign, one can compare the effectiveness of campaigns by different parameters. Market trends and behavior, as disclosed by Solomon, may be analyzed to sharpen the focus of media campaigns that are used by businesses to sell their products. Software such as disclosed by *Farrell* facilitate these efforts.

Neither Solomon nor *Farrell* specifically disclose "...pre-selected..." vendors. However these differences are only found in the nonfunctional descriptive material and are not functionally involved in the steps recited. The steps of transmitting, receiving, processing, creating and transmitting a mobile agent (1...nth) would be performed the same regardless of the data. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability, see *In re Gulack*, 703 F.2d

1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); *In re Lowry*, 32 F.3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994). Further, this limitation of a vendor (...pre-selected...) is not positively recited and occurs as a precursor to the method steps recited in the claims. It would have been obvious to a person of ordinary skill in the art at the time the invention was made to send and receive (1...n) mobile agents because such data does not functionally relate to the steps in the method claimed and because the subjective interpretation of the data does not patentably distinguish the claimed invention.

Neither Solomon nor *Farrell* specifically disclose "...the use of mobile agents to create a discrepancy notification..." Discrepancy is defined as the quality or state of being discrepant (being at variance, disagreeing).<sup>3</sup> Synonyms include difference, disagreement.<sup>4</sup> A buyer/seller may solve discrepancies by notifying the other party that something needs to be corrected, for example. Solomon discloses such corrections (for example, Abstract). Such corrections are common and critical in commerce and in electronic commerce. Where a party (vendor or seller or broker) is not able to send or receive "discrepancy notifications" that party loses business. It would have been obvious to one of ordinary skill in the art at the time the invention was made to include disclose sending and receiving "discrepancy notifications." One of ordinary skill in the art at the time the invention was made to include disclose sending and receiving "discrepancy notifications" for the obvious reason that where a party does not provide such mechanisms to correct errors (human or otherwise) the party will lose customers.

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<sup>3</sup> Definition of *discrepancy*, MERRIAM WEBSTER'S Collegiate Dictionary.

<sup>4</sup> MS/WORD Thesaurus.

Their customers will go to other parties that provide such adjustment mechanism. The vendors may eventually go out of business.

**Claims 1-26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Peckover, US Patent 6,119,101 in view of an article by Greg Farrell published on 15 November 1999 in USA Today, entitled, "Web finally opens door to new ways of buying ad space Sites allow media buyers to bypass salespeople, but some traditions may die hard."**

Peckover discloses systems, methods and apparatus for the procurement of goods and services in a distributed environment with the use of intelligent agents. Peckover discloses that intelligent (mobile) agents may search for, negotiate and bundle offers and counteroffers among buyers and sellers. Peckover discloses the use of purchase requests, purchase order fulfillment, and tracking of various aspects of activity. Peckover *does not* specifically disclose his system in an advertising and marketing environment for media mix products. *Farrell* discloses that several companies engage in business methods to sell media space in an advertising mix. *Farrell* discusses that agencies (applicant's media planner and buyer) submits request for bids for a media plan and that media vendors and outlets that want to contract quote prices.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Peckover and *Farrell* to include buying and selling of media services among the types of services suggested by Peckover.

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Peckover and *Farrell* to include buying and selling of media services among the types of services suggested by Peckover for the obvious reason that media services for advertising campaigns may often be bought and sold like other types of services. Using Peckover's intelligent agents with specified life times, one can provide vendors of services with recognizable offers for their offerings. Vendors and buyers of the various components of a media mix may plan their needs according to recognized supply and demand requirements.

Neither Peckover nor *Farrell* specifically disclose "...pre-selected..." vendors. However these differences are only found in the nonfunctional descriptive material and are not functionally involved in the steps recited. The steps of transmitting, receiving, processing, creating and transmitting a mobile agent (1...nth) would be performed the same regardless of the data. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability, see *In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); *In re Lowry*, 32 F.3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994). Further, this limitation of a vendor (...pre-selected...) is not positively recited and occurs as a precursor to the method steps recited in the claims. It would have been obvious to a person of ordinary skill in the art at the time the invention was made to send and receive (1...n) mobile agents because such data does not functionally relate to the steps in the method claimed and because the subjective interpretation of the data does not patentably distinguish the claimed invention.



In addition, Pecover specifically discloses a Preference Manager function that maintains data concerning a participant's preferences, such as for a favorite brand, for example. It would have been obvious to one of ordinary skill in the art at the time the invention was made to extend Peckover to include "...pre-selected..." vendors.

One of ordinary skill in the art at the time the invention was made would have been motivated to extend Peckover to include "...pre-selected..." vendors for the obvious reason that business is often transacted on the basis of personal experiences and preferences. A buyer might have excellent experience with one vendor but horrible experiences with a second vendor. Similarly, a vendor might have a reputation of being unreliable. Some vendors might provide a greater discount to their favorite customers. Under such circumstances, it is common to select in advance those vendors with whom a person might wish to do business.

Neither Peckover nor *Farrell* specifically disclose "...the use of mobile agents to create a discrepancy notification..." Discrepancy is defined as the quality or state of being discrepant (being at variance, disagreeing).<sup>5</sup> Synonyms include difference, disagreement.<sup>6</sup> A buyer/seller may solve discrepancies by notifying the other party that something needs to be corrected, for example. Peckover discloses such corrections (for example, Abstract). Such corrections are common and critical in commerce and in electronic commerce. Where a party (vendor or seller or broker) is not able to send or receive "discrepancy notifications" that party loses business. It would have been obvious to one of ordinary skill in the art at the time the invention was made to include

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<sup>5</sup> Definition of *discrepancy*, MERRIAM WEBSTER'S Collegiate Dictionary.

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disclose sending and receiving "discrepancy notifications." One of ordinary skill in the art at the time the invention was made to include disclose sending and receiving "discrepancy notifications" for the obvious reason that where a party does not provide such mechanisms to correct errors (human or otherwise) the party will lose customers. Their customers will go to other parties that provide such adjustment mechanism. The vendors may eventually go out of business.

### ***Response to Arguments***

Applicant's arguments filed 2 September 2003 and 14 October 2003 have been fully considered but they are not persuasive.

Applicant argues that the Examiner has failed to establish a prima facie case of obviousness. For example, applicant states,

Claims 1, 11, and 20 are not obvious over Solomon in view of Farrell, and claims 2-10, 12-19, 21-22, and new claims 23-26, as including additional limitations above claims I, 11, and 20, are accordingly not obvious.

To establish prima facie obviousness for a claimed invention, all claim limitations must be taught or suggested by the prior art. In re Roy, 490 F.2d 981, 180 U.S.P.Q. 580 (C.P.A. 1974).

Obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention when there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. ACS Hospital Systems, Inc. v. Montefiore Hospital, 732 F.2d 1572, 1577, 2221-U.S.P.Q.,929, 933 (C.A.F.C. 1984).

In response to this argument, the Examiner respectfully submits that he has established a prima facie case of obviousness. Applicant's arguments fail to comply with 37 CFR 1.111(b) because they amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references.

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<sup>6</sup> MS/WORD Thesaurus.

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## Applicant argues that

..., one of ordinary skill in the art would not be motivated to combine the two references based on the knowledge generally available. The references themselves *do not* contain any teaching, suggestion, or motivation to combine or modify their teachings. Solomon contains a list of services in Fig. 92 that may be served by a multi-agent system. This otherwise exhaustive list *does not* mention multi-agent systems being used in the context of media resource procurement. Because the combination of references cited by the Examiner *does not* teach all of the claim elements claimed by Applicant, and because there is no motivation to combine the two references, Applicant respectfully requests that claims 1-26 be allowed...

Peckover and Farrell *do not* disclose the use of mobile agents to create a discrepancy notification as claimed in the present invention. One of ordinary skill in the art would not be motivated to combine the two references based on the knowledge generally available. The references themselves *do not* contain any teaching, suggestion, or motivation to combine or modify their teachings.

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves *or in the knowledge generally available to one of ordinary skill in the art*. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992).

In this case, both Solomon and Peckover disclose mobile agents that are exchanged among participants in electronic commerce. Both references also disclose third-parties in various roles. In Solomon, see, for example, paragraph 414.

## Applicant argues that

- "...[neither reference mentions] media resource procurement..."
- ...The present invention *does not* limit mobile agents to access showcase databases, but allows the mobile agents to directly obtain information from a vendor by transmitting a mobile agent with a media availability query to a potential vendor.
- The present subject matter includes a [first] mobile agent used for transmitting a media availability query to a potential vendor, and a [second] mobile agent for transmitting a media buy confirmation to the potential vendor.
- ... these operations take place in a context of a client-agent-vendor scenario.

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- The present invention contemplates the retention of an agent middleman that negotiates a client buy order and then uses the present invention to obtain the media consumables in the client buy order

In response to these arguments, a recitation of the intended use of the claimed invention must result in a structural difference between the claimed invention and the prior art in order to patentably distinguish the claimed invention from the prior art. If the prior art structure is capable of performing the intended use, then it meets the claim. In a claim drawn to a process of making, the intended use must result in a manipulative difference as compared to the prior art. See *In re Casey*, 152 USPQ 235 (CCPA 1967) and *In re Otto*, 136 USPQ 458, 459 (CCPA 1963).

In addition, the Examiner respectfully notes that Peckover specifically envisions middlemen and third parties. See, for example, references to third parties, Col. 3, lines 1-15. See also references to vendors, suppliers, providers (including second and third providers), distributors, etc., for example, Col. 14, line 62-Col. 15, line 8. Solomon specifically refers to brokers and intermediaries.

In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). See previous office action for rejections based on combinations of references.

Applicant argues that

Solomon and Farrell **do not** disclose the element of using pre-selected vendor(s), while the present invention allows for the selection of one or more single pre-selected vendor to be queried for available services.

In response to this argument, the Examiner respectfully notes that these differences are only found in the nonfunctional descriptive material and are not functionally involved in the steps recited. The steps of transmitting, receiving, processing, creating and transmitting a mobile agent (1...nth) would be performed the same regardless of the data. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability, see *In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); *In re Lowry*, 32 F.3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994). Further, this limitation of a vendor (...pre-selected...) is not positively recited and occurs as a precursor to the method steps recited in the claims.

Applicant argues that the references do not disclose a "...the use of mobile agents to create a discrepancy notification..." Discrepancy is defined as the quality or state of being discrepant (being at variance, disagreeing).<sup>7</sup> Synonyms include difference, disagreement.<sup>8</sup> A buyer/seller may solve discrepancies by notifying the other party that something needs to be corrected, for example. Solomon discloses such corrections (for example, Abstract). Such corrections are common and critical in commerce and in electronic commerce. Where a party (vendor or seller or broker) is not able to send or receive "discrepancy notifications" that party loses business. It would have been obvious to one of ordinary skill in the art at the time the invention was made to include disclose sending and receiving "discrepancy notifications." One of ordinary skill in the art at the time the invention was made to include disclose sending

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<sup>7</sup> Definition of *discrepancy*, MERRIAM WEBSTER'S Collegiate Dictionary.

and receiving "discrepancy notifications" for the obvious reason that where a party does not provide such mechanisms to correct errors (human or otherwise) the party will lose customers. Their customers will go to other parties that provide such adjustment / correction mechanisms.

The Examiner respectfully notes that he cites particular columns and line numbers in the references as applied to the claims below for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that, in preparing responses, the applicant fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

Applicant purports to traverse the Examiner's Official Notices. For example,

Because the combination of the Peckover and Farrell does not disclose every element claimed in claims 1-22, and because the references contain no motivation to combine their teachings, Applicant respectfully traverses the Examiner's rejection of claims 1-22 as obvious over Peckover in view of Farrell and requests reconsideration of claims 1-22.

A "traverse" is a denial of an opposing party's allegations of fact.<sup>9</sup> The Examiner respectfully submits that applicants' arguments and comments *do not* traverse what Examiner regards as knowledge that would have been generally available to one of ordinary skill in the art at the time the invention was made. Even if one were to interpret applicants' arguments and comments as constituting a traverse, applicants' arguments and comments *do not* constitute an adequate traverse because

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<sup>8</sup> MS/WORD Thesaurus.

<sup>9</sup> Definition of Traverse, Black's Law Dictionary, "In common law pleading, a traverse signifies a denial."

applicant has not specifically pointed out the supposed errors in the examiner's action, which would include stating why the noticed fact is not considered to be common knowledge or well-known in the art. 27 CFR 1.104(d)(2), MPEP 707.07(a). An adequate traverse must contain adequate information or argument to create on its face a reasonable doubt regarding the circumstances justifying Examiner's notice of what is well known to one of ordinary skill in the art. In re Boon, 439 F.2d 724, 728, 169 USPQ 231, 234 (CCPA1971).

If applicant *does not* seasonably traverse the well known statement during examination, then the object of the well known statement is taken to be admitted prior art. In re Chevenard, 139 F.2d 71, 60 USPQ 239 (CCPA 1943). MPEP 2144.03  
Reliance on Common Knowledge in the Art or "Well Known" Prior Art.

In view of applicant's failure to traverse, at least the following is admitted prior art:

- One of ordinary skill in the art at the time the invention was made would have been motivated to combine Solomon and **Farrell** to include buying and selling of media services among the types of services suggested by Solomon for the obvious reason that media services for advertising campaigns may often be bought and sold like other types of services. By automating the plan-negotiate-contract process, businesses can decrease their advertising and marketing expenses and achieve higher levels of performance. In addition, by automating the tracking of media mix, perhaps by advertising campaign, one can compare the effectiveness of campaigns by different parameters.
- Market trends and behavior, as disclosed by Solomon, may be analyzed to sharpen the focus of media campaigns that are used by businesses to sell their products. Software such as disclosed by **Farrell** facilitate these efforts.
- One of ordinary skill in the art at the time the invention was made would have been motivated to combine Peckover and **Farrell** to include buying and selling of media services among the types of services suggested by Peckover for the obvious reason that media services for advertising campaigns may often be bought and sold like other types of services. Using Peckover's intelligent agents with specified life times, one can provide vendors of services with recognizable offers for their offerings. Vendors and buyers of the various components of a media mix may plan their needs according to recognized supply and demand requirements.

**Conclusion**

**THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

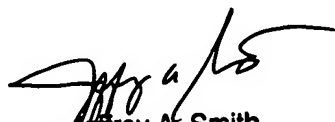
A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to James H Zurita whose telephone number is 703-605-4966. The examiner can normally be reached on 8a-5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey A. Smith can be reached on 703-308-3588. The fax phone number for the organization where this application or proceeding is assigned is (703) 872-9306.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-306-1113.

*jt*  
**James Zurita**  
**Patent Examiner**  
**Art Unit 3625**  
20 December 2003

  
**Jeffrey A. Smith**  
**Primary Examiner**